



**STATE OF IDAHO**

**DIVISION OF PURCHASING**

**FOR**

**THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

**REQUEST FOR PROPOSAL (RFP)**

**DEQ Drinking Water Program Audit**  
**RFP17000080**

Issue Date August 4, 2016

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# 1 RFP Administrative Information

RFP Title:	DEQ Drinking Water Program Audit
RFP Project Description:	Audit of the DEQ Drinking Water Program in 2016. This audit will be a remote electronic file review using data stored in our data management collection system (TRIM) and a copy of our Safe Drinking Water Information System (SDWIS).
RFP Lead:	Stephanie Wildman Division of Purchasing 650 West State Street, Room B-15 Boise, Idaho 83702  Phone: (208) 332-1611 Email: <a href="mailto:Stephanie.Wildman@adm.idaho.gov">Stephanie.Wildman@adm.idaho.gov</a> Fax: (208) 327-7320
Submit sealed Proposal (if submitting manually):  MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY DOP PRIOR TO THE CLOSING DATE AND TIME.	<u>Address for Courier</u> 650 West State Street, Room B-15 Boise, Idaho 83702  <u>Address for US Mail (if different)</u> PO Box 83720 Boise, Idaho 83720-0075
Submit electronically via IPRO:	Electronic Submission <a href="https://purchasing.idaho.gov/iprologin.html">https://purchasing.idaho.gov/iprologin.html</a>
Pre-Proposal Conference:	Monday, August 15, 2016, 2:00 p.m. Mountain Time
Pre-Proposal Conference Location:	Conference Room B 1410 N. Hilton Street Boise, Idaho 83706  <i>Please allow time to check in at the lobby security desk.</i>
Deadline to Receive Questions:	Monday, August 22, 2016, 11:59:59 p.m. Mountain Time
RFP Closing Date:	See IPRO Header Document
RFP Opening Date:	10:30 a.m. Mountain Time the following business day after closing.
Initial Term of Contract and Renewals:	The anticipated term of the Contract is one (1) year. All deliverables must be completed by December 31, 2016. Upon mutual, written agreement of the parties, the Contract may be extended or amended.

## **2 OVERVIEW**

### **2.1 Purpose**

The Idaho Department of Environmental Quality (DEQ), through the Idaho Division of Purchasing, is seeking a qualified Contractor to conduct a data verification audit of the Drinking Water Program's implementation of the National Primary Drinking Water Rules as adopted in the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08) and provide a report of findings with programmatic recommendations. The program intends to utilize this information to focus efforts for the development of procedures, protocols, and staff training.

### **2.2 Background Information**

DEQ's Drinking Water Program is decentralized and consists of six (6) regional offices and seven (7) health districts. The health districts implement the program with noncommunity water systems and community water systems serving twenty-five (25) service connections or fewer that are only ground water. The health districts are under contract with DEQ and are overseen by the regional offices. The DEQ state office provides oversight, guidance, and policies for all field offices.

DEQ has primacy for all rules except the Unregulated Contaminant Monitoring Rule and has interim primacy for the Revised Total Coliform Rule. DEQ utilizes monitoring waivers as allowed by 40 CFR 141 and a guidance document will be provided to the Contractor. DEQ also utilizes the Environmental Protection Agency's (EPA)'s Enforcement Response Policy and the Enforcement Targeting Tool as part of the Performance Partnership Agreement with EPA Region 10. DEQ uses formal enforcement when compliance and technical assistance fails to produce compliance. Formal enforcement includes Notices of Violation, Consent Orders, and Compliance Agreement Schedules.

Public water systems are required to conduct monitoring and submit samples to state certified laboratories for analysis. In Idaho, the laboratories report results for samples directly to the field offices. Also, laboratories are required to notify field staff when there are positive total coliform results, nitrate over the maximum contaminant level (MCL), and when chemical sample results exceed four (4) times the MCL. For the Lead and Copper Rule, field office staff currently calculate the 90<sup>th</sup> percentile for public water systems.

DEQ utilizes a state version of the Safe Drinking Water Information System (SDWIS) for managing and tracking inventory information, violation information, monitoring schedules, sanitary survey information and compliance schedules. Some tracking mechanisms have been recent developments such as the minimum Facility Analyte Levels (FANLs) for residual disinfection. DEQ began tracking significant deficiencies associated with sanitary surveys in SDWIS in 2010. Currently, DEQ does not track Tier 3 public notification or Consumer Confidence Reports in SDWIS although the requirement to perform these functions remains. DEQ utilizes a number of Quality Assurance/Quality Control queries and reporting functions on the internal Drinking Water Program Switchboard to help staff manage public health decisions and maintain high data integrity. DEQ also provides a number of procedure documents to assist field staff with using SDWIS. Staff is required to utilize the document management system (TRIM) for all final correspondence and decisions related to compliance. DEQ maintains a filing index as a general description for how documents are to be stored.

In both 2003 and 2006, the EPA Region 10 and its contractor conducted a data verification audit of DEQ's Water Quality Division, Drinking Water Program. DEQ is requesting to have an audit of the

Drinking Water Program's implementation of the drinking water rules to ensure proper rule implementation, documentation, and follow-up was conducted. Additionally, the audit will confirm compliance determinations are performed correctly and producing the proper violations in the SDWIS. DEQ is interested in utilizing the findings of discrepancies and recommendations to focus improvement efforts in ensuring public health.

The data verification audit will be completed remotely through the utilization of data stored in TRIM and the Safe Drinking Water Information System (SDWIS) database.

A total of eighty (80) randomly selected public water systems must be evaluated – consisting of community (CWS), non-transient non-community (NTNC), and transient noncommunity (NC) water systems – which are distributed based on Attachment 4 of this RFP.

### 2.3 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time as indicated in **Section 1**, page 1 of this RFP. This will be your opportunity to ask questions, in person, with the Idaho Department of Environmental Quality (DEQ) staff. All parties interested are invited to participate either by attending the conference or by an established call in number. **Those choosing to participate must pre-register to receive phone conferencing and meeting details by submitting the completed Pre-Proposal Conference Registration Form (Attachment 3) via email to the RFP Lead at Stephanie.Wildman@adm.idaho.gov. Parties interested are asked to register by Thursday, August 11, 2016.** Any oral answers given by the State during the pre-proposal conference are unofficial, and will not be binding on the State. Conference attendance is at the participant's own expense. Tele-conference space is limited to two (2) representatives from each firm.

### 2.4 General Information, Solicitation Instructions, and Standard Terms and Conditions

This Solicitation is issued by the State via the State's e-Procurement system, IPRO (<https://purchasing.idaho.gov/iprologin.html>). The RFP Lead is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It is the responsibility of parties interested in this RFP to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to IPRO to be valid. Alternate Proposals are not allowed.

See the Requirements tab in the IPRO header document for additional solicitation instructions and requirements. All requirements listed on the IPRO header page are incorporated in full to this RFP.

### 2.5 Questions

2.5.1 Questions or other correspondence must be submitted in writing to the RFP Lead listed below. **QUESTIONS MUST BE RECEIVED BY 11:59:59 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE RFP ADMINISTRATIVE INFORMATION.**

Stephanie Wildman, Buyer  
Idaho Division of Purchasing  
650 West State Street, Room B-15  
Boise, ID 83702  
Phone: (208) 332-1611

Fax: (208) 327-7320  
[stephanie.wildman@adm.idaho.gov](mailto:stephanie.wildman@adm.idaho.gov)

2.5.2 **Written questions must be submitted using Attachment 1, Offeror Questions.** Official answers to all written questions will be posted on IPRO as an amendment to this RFP.

2.5.3 Any questions regarding the State of Idaho Standard Contract Terms and Conditions, found at [http://purchasing.idaho.gov/terms\\_and\\_conditions.html](http://purchasing.idaho.gov/terms_and_conditions.html), must also be submitted in writing, using **Attachment 1, Offeror Questions**, by the deadline identified in the RFP Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned.
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

2.5.4 **Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.**

### 3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

#### 3.1 Submission of Proposals

Proposals may be submitted manually or electronically.

While it is not mandatory to submit your Proposal electronically via IPRO, all Offerors participating in a Solicitation issued through IPRO must establish an account in the IPRO system (even if submitting a Proposal manually outside of IPRO) as it is necessary in order to process and/or award the resulting Contract(s). Establishing an account is free and only takes a few minutes.

If your Proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word “redacted” in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Section 5.3, below) of all trade secret information which was removed or blacked out in the redacted copy.

##### 3.1.1 Electronically Submitted Proposals

Electronically submitted Proposals must be submitted through IPRO, at <https://purchasing.idaho.gov/iprologin.html>. When submitting through IPRO, enter your “Total Cost” in IPRO as “\$0,” and UPLOAD YOUR TECHNICAL PROPOSAL, COST PROPOSAL, AND ALL OTHER REQUIRED SUBMITTAL ITEMS. The Technical Proposal consists of Section 5 Mandatory Submission Requirements; Section 6 Business Information; Section 7 Organization and Staffing; and Section 8 Scope of Work.

If submitting via IPRO, be advised that the Offeror for Proposal evaluation and award purposes is the entity profile under which the Proposal is submitted in IPRO, which must be the same legal entity presented in the uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Proposal in IPRO, the information provided on the Signature Page prevails.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror’s response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

##### 3.1.2 Manually Submitted Proposals

The Proposal must be addressed to the RFP Lead, sealed, and identified as “**RFP17000080, DEQ Drinking Water Program Audit.**” Include your company name on the outside of the package.

The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all Proposal response materials within a larger package).

Each Proposal must be submitted in one (1) original with three (3) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal.

Offerors submitting manually must also submit one (1) electronic copy of the entire Proposal on CD or USB device. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the

manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

The Technical Proposal must be separately sealed, identified “**Technical Proposal – RFP17000080, DEQ Drinking Water Program Audit.**”

The Cost Proposal must be separately sealed, identified as “**Cost Proposal – RFP17000080, DEQ Drinking Water Program Audit.**”

### **3.2 (M) Signature Page**

All Proposals must be submitted with a state supplied Signature Page, located on the IPRO header page as an attachment. For electronically submitted Proposals, submit a completed, scanned Signature Page. For manually submitted Proposals, the Signature Page must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK OR AN ELECTRONIC SIGNATURE**, and be returned with the relevant Solicitation documents. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE for manually submitted Proposals (and will result in a finding that your Proposal is non-responsive)**. Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal.



## 4 PROPOSAL FORMAT

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

### 4.1 Evaluation Codes

**(M)** Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's Proposal non-responsive and no further evaluation will occur.

**(ME)** Mandatory and Evaluated Specification - failure to comply will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a detailed response identifying its understanding and how it will comply. Points will be awarded based on predetermined criteria.

**(E)** Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service or meet the specification. Failure to respond will result in zero (0) points awarded for the specification. If available, Offeror is to respond to this specification with a detailed response identifying its understanding and how it will comply, and points will be awarded based on predetermined criteria.

**Note:** *Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M, ME or E requirement.*

### 4.2 Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major Sections.

### 4.3 Format

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal Sections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or Section, followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or Section from the Offeror's response.

## 5 Mandatory Submission Requirements

### 5.1 (M) Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.1.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

5.1.2 A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions ([http://purchasing.idaho.gov/terms\\_and\\_conditions.html](http://purchasing.idaho.gov/terms_and_conditions.html)) and any Special Terms and Conditions included in **Appendix D**.

5.1.3. A statement of the Offeror's compliance with affirmative action and equal employment regulations.

5.1.4 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

5.1.5 A statement naming the firms and/or staff responsible for writing the Proposal.

5.1.6 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <https://sam.gov>.

5.1.7 A statement affirming the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date.

5.1.8 A statement that the Offeror warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract.

## **5.2 (M) Acknowledgement of Amendments**

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. IDAPA 38.05.01.52

## **5.3 Trade Secrets**

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to *“include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.”* In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

## **5.4 Executive Summary**

Include an executive summary in the Technical Proposal providing a condensed overview of the contents of the Technical Proposal demonstrating an understanding of the services to be performed.

## 6 Business Information

### 6.1 (ME) Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include the Offeror's business history, experience providing audit services to government agencies, and customer base. Specifically address any Drinking Water Program audit services you have provided within the past three (3) years.

6.1.1 Describe your knowledge of the Safe Drinking Water Act rules (40 CFR 141).

6.1.2 Describe your experience conducting data verification audits related to implementation of the federal drinking water rules (40 CFR 141). If available, provide a sample report from a recently (within the past three (3) years) conducted audit.

6.1.3 Describe your experience identifying and reporting discrepancies and making programmatic recommendations.

6.1.4 Describe your knowledge of SDWIS and the violation types associated with the rules.

### 6.2 (E) References

Provide three (3) completed Reference Questionnaires. A minimum of one (1) Reference Questionnaire must be from a governmental entity for which you have completed services similar to those required in the RFP within the three (3) years prior to the date this RFP was posted to IPRO. **See Attachment 2.**

## **7 Organization and Staffing**

Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

### **7.1 (ME) Key Personnel and Qualifications**

Provide a list of key management, auditors, and other personnel to be used in the fulfillment of this Contract, to include all pertinent contact information. Include details on staff with experience conducting water quality audits. Provide resumes for employees who will be managing and/or directly providing services under the Contract. For positions that are not filled, a position description (including requisite qualifications/experience) must be provided.

### **7.2 (M) Subcontractors**

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

## 8 Scope of Work

All Sections of the Scope of Work are required Contract services.

### 8.1 General Requirements

- 8.1.1 The Department of Environmental Quality (DEQ) will:
  - 8.1.1.1 Provide the following documents within five (5) business days after the contract effective date:
    - 8.1.1.1.1 Monitoring waiver guidance;
    - 8.1.1.1.2 DEQ and EPA Performance Partnership Agreement;
    - 8.1.1.1.3 Rule based guidance documents;
    - 8.1.1.1.4 Examples of sanitary surveys;
    - 8.1.1.1.5 TRIM filing index; and
    - 8.1.1.1.6 Queries, such as a list of public water systems with information for field offices, source type, and population.
  - 8.1.1.2 Provide other documents requested by the Contractor within five (5) business days.
  - 8.1.1.3 Provide the following Information Technology (IT) services:
    - 8.1.1.3.1 Training for navigating and exporting documents from TRIM via remote access.
    - 8.1.1.3.2 Access via eToken and VPN, including access agreements to access TRIM through DEQ's firewall.
    - 8.1.1.3.3 A copy of SDWIS data in SQL or access to the development copy of SDWIS through DEQ's firewall.
  - 8.1.1.4 Ensure State Office Drinking Water staff is available for pre-audit questions and rule-related questions.
- 8.1.2 Ownership of Information
  - 8.1.2.1 DEQ shall have unlimited rights to own, possess, use, disclose, transfer, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented or furnished by the Contractor under the Contract.
  - 8.1.2.2 The Contractor shall not disseminate any information related to DEQ or findings from performing the audit without written approval from DEQ.
- 8.1.3 Information Review and Acceptance Procedure
  - 8.1.3.1 All deliverables must be provided in Microsoft Word and Adobe Acrobat formats, or as otherwise approved by DEQ.
  - 8.1.3.2 DEQ will review deliverables within ten (10) business days from receipt of documentation.
  - 8.1.3.3 The Contractor's response to review findings and resubmission is due within ten (10) business days.
  - 8.1.3.4 Any subsequent resubmissions are due within five (5) business days.

### 8.2 Audit Requirements

- 8.2.1 **(ME) Describe how you will** conduct a data verification audit of DEQ's Drinking Water Program's implementation of the national Primary Drinking Water Rules, as adopted in the Idaho Rules for Public Drinking Water Systems. IDAPA 58.01.08  
<http://adminrules.idaho.gov/rules/current/58/0108.pdf>

8.2.1.1 **(ME) Describe how you will** select the public drinking water systems (systems) to be audited.

8.2.1.1.1 The number and type of systems that must be audited in each region is identified in **Attachment 4**, Public Water System Audit Matrix.

8.2.1.2 Monitoring Frequency Decisions. In accordance with 40 CFR 142, States are required to keep “a record of all current monitoring requirements and the most recent monitoring frequency decision pertaining to each contaminant, including the monitoring results and other data supporting the decision, the State’s findings based on the supporting data and any additional basis for such decisions; except the record shall be kept in perpetuity or until a more recent monitoring frequency decision has been issued.” The monitoring frequency decisions must be in writing and maintained in the document management system (TRIM), along with the laboratory results.

**(ME) Describe how you will** audit the monitoring frequency decisions in accordance with 40 CFR 142. The audit must include the most current monitoring frequency decision for each system for the following rules and contaminants as follows:

8.2.1.2.1 Total Coliform/Revised Total Coliform Rule- previous twelve (12) months.

8.2.1.2.2 Lead and Copper Rule- most recent two (2) monitoring events or monitoring information for the past three (3) years, whichever is greater.

8.2.1.2.3 Nitrate- past two (2) monitoring events or the past year, whichever is greater.

8.2.1.2.4 Nitrite- most recent monitoring event.

8.2.1.2.5 Phase II/Phase V (IOC, VOC, SOC)- past two (2) monitoring events or the past six (6) years, whichever is greater. In the case of IOCs with monitoring waivers [nine (9) years], only audit the most recent monitoring event.

8.2.1.2.5.1 Evaluate if monitoring waivers are properly documented and issued.

8.2.1.2.5.2 A statewide waiver is in place for cyanide and dioxin.

8.2.1.2.6 Radionuclides- two (2) most recent monitoring events for alpha, uranium, and R226/R228.

8.2.1.2.7 Disinfection Byproducts- previous twelve (12) months.

8.2.1.2.8 Surface Water Rules, including Interim Enhanced Surface Water Treatment Rule, Filter Backwash Recycling, Long-term 1 and Long-Term 2- previous twelve (12) months.

8.2.1.2.8.1 Include review of the monthly operating reports.

8.2.1.2.9 Public Notification - each rule violation.

8.2.1.2.10 Consumer Confidence Reports (CCRs) - all.

8.2.1.3 Sanitary Surveys and Facility Information. DEQ is required to ensure that sanitary surveys are conducted on time, which is every three (3) or five (5) years, and that significant deficiencies identified in the report are also identified in SDWIS. DEQ will provide primacy information related to outstanding performance, which determines the frequency of the sanitary survey.

**(ME) Describe how you will** audit the sanitary surveys, which must include a review of the facilities (wells, treatment, etc.) identified in the survey compared to the facility information retained in SDWIS.

8.2.1.3.1 If available, the Contractor shall audit the most recent two (2) sanitary surveys.

\*NOTE-Prior to 2010 significant deficiencies identified on the sanitary surveys were not entered into the SDWIS system.

8.2.1.4 Violations. DEQ is required to ensure proper violations are assigned and documented in SDWIS along with correspondence to the system in TRIM. Validated and rejected violations are in SDWIS. DEQ requires that all rejected violations are rejected with comment. Deleted violations are not maintained in the database but DEQ will provide a copy of deleted violations for the systems under review, if needed by the Contractor.

**(ME) Describe how you will** audit violations.

8.2.1.4.1 The audit must include a review of the correspondence sent to the systems to determine if the correct notifications were executed.

8.2.1.4.2 The audit must include a review of SDWIS and TRIM records to determine if violations are properly assigned and documented.

### 8.3 Deliverables

8.3.1 At the completion of the audit, the findings must be reviewed, organized, and presented in a coherent format that can be circulated and reviewed by management as well as other individuals within the organization.

**(ME) Describe how you will (include your methodology and format)** provide an audit summary report that includes all specifications set forth in this RFP, and that includes the following:

8.3.1.1 Executive summary describing key findings.

8.3.1.2 Detailed analysis of the audit findings.

8.3.1.3 Other information relevant to the goals of the DEQ Drinking Water Program based on the work and expertise of the Contractor.

8.3.1.4 Report on discrepancies that details each specific discrepancy from the requirements for each system included in the audit and a summary of discrepancies that includes each rule violated and the number of violations per rule.

8.3.1.4.1 The discrepancy report must include a description of the discrepancy, analysis of what occurred and what should have occurred, and supporting documentation detailing each discrepancy that includes identification of the system, field office, and specific discrepancy.

8.3.1.5 Report of recommendations to improve DEQ's Drinking Water Program's standard operating procedures in order to improve consistency, accuracy and timely notification, and performance of the Drinking Water Program.

8.3.1.6 Audit documentation, including the detailed records of the planning and performance of the work, procedures performed, evidence obtained, and conclusions reached by the Contractor.

8.3.1.6.1 Audit documentation must be prepared in sufficient detail to provide a clear understanding of its purpose, source, and the conclusions reached and provide a clear link to the significant findings or issues.

### 8.4 Project Plan and Schedule

8.4.1 **(ME)** The Contractor must develop and submit a Project Plan and Schedule that includes all preparation, activities, and deliverables to be provided under the Contract. ***Provide a draft Project Plan and Schedule with your Proposal.***

8.4.1.1 The Contractor must update and revise the Project Plan and Schedule as needed.



8.4.1.2 The Contractor must ensure that any change that will result in a significant delay or deliverable date change is identified and approved by DEQ prior to implementation of that change.

8.4.1.3 DEQ and the Contractor will jointly finalize the Project Plan and Schedule after contract award.

## 8.5 Communication

### 8.5.1 Meetings.

8.5.1.1 Any meetings, if requested, must be attended by Contractor's identified project lead and pertinent staff. Attendance may be in person, teleconference, or video conference.

8.5.1.2 The Contractor must attend a kickoff meeting with DEQ to review the Project Plan and Schedule, establish expectations and data requirements, and discuss deliverables and any barriers to work. This meeting will be coordinated by DEQ after Contract award. Attendance may be in person, teleconference, or video conference, and will be at a mutually agreed upon place and time.

8.5.2 Weekly Status Updates. The Contractor must provide weekly status updates by email.

8.5.3 Pre-Audit Questions. The Contractor must submit any pre-audit questions to DEQ prior to conducting the audit and within ten (10) business days after the Contract effective date.

## 8.6 Quality Assurance

8.6.1 **(ME)** The Contractor must develop and implement a process that assures the quality of the contracted services. ***Describe your methodology for ensuring the quality of the contracted services and the integrity of all deliverables.***

## 8.7 Transition Plan

8.7.1 **(ME)** The Contractor must provide a Transition Plan that describes the process for ensuring a smooth transition of the contracted services and transfer of audit materials, documentation, hardware, and data either to DEQ or to another contractor upon termination or expiration of the contract. The final Transition Plan shall be negotiated with DEQ upon contract termination or thirty (30) calendar days prior to expiration of contract, whichever comes first. DEQ reserves the right to request an updated Transition Plan during the effective dates of the Contract. ***Provide a draft Transition Plan with your Proposal.***

## 8.8 Additional Phases/Work Assignments

DEQ may request that the Contractor provide additional services directly related to the contracted services such as consultation services. DEQ will contact the Contractor if additional services are required. The Contractor must work with DEQ to develop a work plan and budget based on the additional services. There are no additional phases or work assignments anticipated at this time.

## 8.9 Identification of Risks and Constraints

Based on the Scope of Work detailed in this RFP, identify any risks or constraints that you will need to address prior to or during the performance of the audit; as well as a description of how you will address each one. For example, an incomplete Scope of Work can be both a risk and a constraint. Detail how you will mitigate, or overcome, this. Provide your response on no more than two (2) type-written pages.

## 9 COST PROPOSAL AND BILLING PROCEDURE

### 9.1 (ME) Cost Proposal

Use the format established in **Appendix A** to respond to the Cost Proposal of this RFP, and identify it as **“Appendix A - Cost Proposal – RFP17000080, DEQ Drinking Water Program Audit.”** Altering the format may result in a finding that your Proposal is non-responsive.

The Offeror must provide a fully-burdened rate which must include, **but not be limited to**, operating and personnel expenses, such as: overhead, salaries, administrative expenses, profit, supplies, equipment, travel, quality assurance, and reports.

### 9.2 Billing Procedure

The Contractor must provide a signed invoice upon service completion. The invoice must be submitted no later than thirty (30) calendar days after services are completed and the report and documentation are accepted. No invoice will be accepted or paid without receipt of required reports. Invoices submitted without the required reports or documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

- 1 IPRO contract number (and name of project/product, if appropriate); and DEQ contract number.
- 2 Identification of the billing period.
- 3 Total amount billed for the billing period.
- 4 Detailed description of services/products provided.
- 5 Name of authorized individual and contact information for the Contractor.

Invoices and reports must be submitted to:

Jerri Henry  
Idaho Department of Environmental Quality  
1410 N. Hilton St.  
Boise, ID 83706

# 10 PROPOSAL REVIEW, EVALUATION AND AWARD

The objective of the State in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

- 10.1 All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in **Sections noted with an (M) or (ME)**. Any Proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.
- 10.2 The Technical Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an **(M) or (ME)**. All Proposals which are determined by the State, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.
- 10.3 The Technical Proposal will be evaluated and scored utilizing one (1) or more Technical Proposal Evaluation Committee(s).
- 10.4 The scores for the Technical Proposal will be normalized as follows: The Technical Proposal with the highest raw technical score will receive all available Technical Points 700. Other Proposals will be assigned a portion of the maximum available Technical Points, using the formula:  $700 \times \text{raw score of technical Proposal being evaluated} / \text{highest raw technical score}$ .
- 10.5 The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on the total cost proposed for required services as itemized in Appendix A. The Proposal with the lowest overall Total Cost proposed will receive a score of 300. Other Proposals will be assigned a portion of the maximum score using the formula:  $300 \times \text{lowest cost Proposal} / \text{cost Proposal being evaluated}$ .
- 10.6 The number of total points for each Proposal will be determined by adding the normalized score for the Technical Proposal to the normalized score for the Cost Proposal.

## 10.7 Evaluation Criteria

### Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 6)	200 points
Organization and Staffing (Section 7)	200 points
Scope of Work (Section 8)	300 points

<b>Cost Proposal (Appendix A)</b>	300 points
Total Points	1,000 points

## 10.8 Award

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points.

## APPENDIX A – COST PROPOSAL

RFP17000080 DEQ Drinking Water Program Audit

The Contract resulting from this RFP is a FIRM FIXED FEE contract. DEQ will pay, and the Contractor shall receive, up to the total sum proposed by the successful Offeror for all goods and services satisfactorily delivered and completed under the Contract.

The Offeror must provide their fully-burdened “Total Contract Cost” as a lump sum amount in the Cost Matrix below. The Total Contract Cost must include all costs for providing all services included in this RFP.

All Offerors must utilize the Cost Matrix for submitting their Cost Proposal. Offerors must not alter the format or any of the information contained in the matrix. Proposals not complying with this requirement will be found non-responsive and will receive no further consideration for award of a contract. Cost Proposals that include additional narrative, clarifications, or other changes to the Cost Matrix WILL NOT BE ACCEPTED.

Cost Matrix

<b>Total Contract Cost</b>	<b>\$</b>
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**This Appendix A “Cost Proposal” must be completed and returned with your response.**

Company Name: \_\_\_\_\_

Name of Individual Submitting Proposal: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## APPENDIX B - REPORTS

### RFP17000080 DEQ Drinking Water Quality Audit

Report or Form	Required by Contract Section #	Description	Submitted to	Frequency	Date Due
Weekly Status Updates	8.5.2	Weekly Status Update: Current progress of the analysis of the data and information. The report shall also include activities initiated and completed, potential risks, and needs from DEQ.	Jerri Henry	Weekly	Friday, 5:00 p.m. Mountain Time
Audit Summary Report	8.3	Audit Summary Report that includes all requirements described in the Scope of Work.	Jerri Henry	One time	12-31-2016

## APPENDIX C - PERFORMANCE METRICS

### RFP17000080 DEQ Drinking Water Program Audit

1. **Metric Description:** The Contractor shall conduct a data verification audit of DEQ's Drinking Water Program's implementation of the national Primary Drinking Water Rules, as adopted in the Idaho Rules for Public Drinking Water Systems.

**Required Level of Expectation:** 100%

**Method of Monitoring:** Review of the weekly status update and documentation.

**Strategy for Correcting Non-Compliance:** The Department will document deficiencies and contact the Contractor to identify and agree upon resolutions. If the identified deficiencies are not corrected as agreed, the Department will consider further remedies as defined in the Special Terms and Conditions in Appendix D.

## **APPENDIX D - SPECIAL TERMS AND CONDITIONS**

RFP17000080 DEQ Drinking Water Program Audit

### **SPECIAL TERMS AND CONDITIONS**

#### **I. TERMINATION FOR DEFAULT**

- A. CONTRACTOR default occurs if the CONTRACTOR fails to perform any of the covenants or conditions of this Contract; and the CONTRACTOR does not cure such defects in performance within ten (10) business days after receipt of any written notice from the CONTRACTING OFFICER informing the CONTRACTOR of such defects in performance.
- B. Upon default, the Department of Environmental Quality (DEPARTMENT) may cancel this Contract without any notice and may pursue any and all legal, equitable, and other remedies available to the DEPARTMENT.
- C. If termination for default is effected by the DEPARTMENT, an equitable adjustment in the price provided in this CONTRACT shall be made, but:
  - 1. The DEPARTMENT shall withhold any uncommitted funds for work not performed;
  - 2. No amount shall be allowed for anticipated profit on unperformed services or other work; and
  - 3. Any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the DEPARTMENT because of the CONTRACTOR'S default.
- D. If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the DEPARTMENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination.
- E. Upon receipt of a termination action under paragraphs A. or B. above, the CONTRACTOR shall:
  - 1. Promptly discontinue all affected work (unless the notice directs otherwise); and
  - 2. Deliver or otherwise make available to the DEPARTMENT all data, drawings, specification, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT, whether completed or in process.
- F. Upon termination under paragraphs A. or B. above, the DEPARTMENT may take over the work and may award another party a contract to complete the work under this CONTRACT.
- G. If, after termination for default of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the DEPARTMENT. In such event, adjustment of the CONTRACT compensation shall be made as provided above in paragraph D.
- H. In the event of legal action, the prevailing party shall be reimbursed for any and all expenses that are incurred as a result of the default including, but not limited to, legal fees, and losses incurred due to default.

## II. ACCOUNTING, AUDITING, RECORDS RETENTION AND ACCESS TO RECORDS

- A. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to funded work under this CONTRACT in accordance with generally accepted accounting principles in effect on the date this CONTRACT is signed by both parties. Records shall be retained for a period of three (3) years after final payment is made and all other pending matters are closed.

The CONTRACTOR shall also maintain financial information and data used in the preparation or support of the cost submission required under 2 CFR Part 200 (for negotiation of this CONTRACT), or negotiated change order, and a copy of the cost summary submitted to the DEPARTMENT. The CONTRACTOR will obtain written approval from the DEPARTMENT prior to disposal of any records. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the DEPARTMENT, any other agency of the State of Idaho or any of their authorized representatives, shall have access to all such books, records, documents and other evidence for purposes of inspection, audit and copying during normal business hours.

The CONTRACTOR will provide proper facilities for such access and inspection. This CONTRACT may be terminated upon any refusal of the CONTRACTOR to allow access to the records as described above.

B. Audits.

1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).
  2. The DEPARTMENT'S monitoring and audit efforts shall include activities aimed at: (1) assessment of agreement operation at a given point in time; (2) comparison of actual performance versus established performance standards; (3) identification of agreement accomplishments and/or deficiencies in operation and administration; and (4) evaluation of agreement results, benefits and impact upon project objectives. The DEPARTMENT shall have the right to evaluate both the management and financial systems of the CONTRACTOR to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the DEPARTMENT shall utilize internal staff or arrange for an independent certified public accounting firm: (a) survey the CONTRACTOR'S system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the system in terms of standards prescribed herein; (c) select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.
- C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A. and B. of this Section to any of the agencies referred to in paragraph A.
- D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.
- E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:
1. To the extent the records pertain directly to performance of this CONTRACT;
  2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
  3. If the CONTRACT is terminated for default or for convenience.



- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 2 CFR Part 200 and to comply with the cost principles contained in Subpart E to 2 CFR Part 200 to determine allowable costs described in this CONTRACT.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.

#### H. PROPERTY MANAGEMENT

The CONTRACTOR must comply with the property management requirements set forth in 2 CFR 200.310-200.316, where applicable.

The CONTRACTOR will submit property inventory reports on an annual basis by January 1 of each year, when the property is no longer needed and within 90 calendar days from the end of the contract period. The CONTRACTOR must comply with the requirements for inventory reports set forth in 2 CFR 200.329, where applicable.

Inventory reports must include the following:

1. Description of property;
2. Manufacturer's serial number, model number or other identification number;
3. Source, including the assistance identification number;
4. Unit acquisition date and cost; and
5. Location, use and condition (by site and activity) and the date this information was recorded.

### III. PROJECT ASSESSMENT AND CORRECTIVE ACTION

The CONTRACTOR will maintain an ongoing analysis of project performance as it relates to project goals and objectives. Whenever the CONTRACTOR determines that goals are not being met as specified in the CONTRACT, the CONTRACTOR will develop a corrective action plan to meet those goals. On a monthly basis, the CONTRACTOR will be required to submit a report of the corrective action taken or planned. Unless otherwise specified in the statement of work in an AMENDMENT, the report will be due no later than the 10th of the following month.

### IV. CONFIDENTIALITY

- A. Where applicable, such as in the event of litigation, the CONTRACTOR shall not provide, disclose or reveal data, field notes, log books, photographs, computer stored information, drawings, specifications, reports, estimates, summaries or any other information or records including originals, copies, drafts, abstracts or information in any form generated or otherwise obtained in the performance of its responsibilities under this CONTRACT to any party other than the DEPARTMENT except upon compulsion by subpoena or other legal process. The CONTRACTOR shall provide prompt notice of service to the DEPARTMENT. The CONTRACTOR is not responsible for any of the above which may previously have been placed in the public domain. The DEPARTMENT will inform the CONTRACTOR in writing by certified mail when this clause is being invoked and what specific materials are considered confidential.
- B. All such materials shall be the property of the DEPARTMENT and shall be returned to the DEPARTMENT within eighty (80) calendar days of expiration or termination of the CONTRACT or upon written demand of the DEPARTMENT.

- C. The CONTRACTOR shall require all SUBCONTRACTORS to comply with Subsection IV.A of this Contract by explicit reference or provision in each SUBCONTRACT.

#### **V. APPROPRIATION BY LEGISLATURE REQUIRED**

It is understood and agreed that the DEPARTMENT is a government entity, and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. In the event the Legislature of the State of Idaho fails, neglects, or refuses to appropriate such funds as may be required and designated to continue payment for this Contract, this Contract shall be at such time automatically terminated and at an end. All future rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after the notice to the CONTRACTOR.

#### **VI. EFFECT OF TERMINATION OF FEDERAL FUNDING**

In the event Federal matching funds are reduced from current prorated levels, or terminated, the financial participation of the State of Idaho may be reduced accordingly or terminated.

#### **VII. BINDING EFFECT OF FEDERAL PURCHASE OF SERVICE REGULATIONS AND STATE PLANS**

This agreement is subject to the provisions of any relevant Federal regulations and any relevant provisions of the State Plan in effect at the time this Contract is executed, or which thereafter became effective. Such Federal regulations and State plans are on file in the Central Office of the Department Environmental Quality and are available for inspection by the CONTRACTOR.

#### **VIII. FEDERAL AND STATE AUDIT EXCEPTIONS**

When Federal or State audits indicate that payments to the CONTRACTOR do not meet the applicable Federal or State rules and regulations, the CONTRACTOR shall refund and pay to the DEPARTMENT any payments made arising from the CONTRACTOR'S ineligible or improper receipt or use of Federal financial participation funds, and the DEPARTMENT must refund such payments to the applicable Federal funding agency.

#### **IX. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY**

- A. The CONTRACTOR hereby agrees to provide all services funded through or affected by this CONTRACT without discrimination on the basis of race, color, national origin, age or physical/mental impairment, and to comply with all relevant sections of:
1. Title VI of the Civil Rights Act of 1964, as amended;
  2. Section 504 of the Rehabilitation Act of 1973, as amended; and
  3. The Age Discrimination Act of 1975 as amended.
  4. The Americans with Disabilities Act of 1990.
- B. The CONTRACTOR agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment and all relevant sections of:
1. Executive Order 11246, as amended by Executive Order 11375;
  2. The applicable provisions of the Department of Labor regulations (48 CFR, Part 22); as amended;

3. Section 503 of the Rehabilitation Act of 1973, and
  4. Sections 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.
- C. The CONTRACTOR agrees to comply with the Civil Rights, equal employment opportunity Labor Law and other requirements under 40 CFR, Part 7.
- D. The CONTRACTOR agrees to comply with the requirements for small, minority women's and labor surplus area businesses in 40 CFR 31.36(e) in its award of any SUBCONTRACT under this CONTRACT.
1. The CONTRACTOR agrees to assure that each of these business entities is given the opportunity to participate in subcontract awards under this contract. This policy applies to all SUBCONTRACTS for supplies, construction and services under this CONTRACT.
  2. The CONTRACTOR shall file a quarterly report on a form to be provided by the DEPARTMENT, listing all small, minority and women's business enterprises that were subcontracted to during the preceding quarter. A form must be filed even if a small or disadvantaged business was not utilized.
- E. The CONTRACTOR agrees to verify and ensure that all individuals in their employ are eligible under federal and state law to work in the United States.

#### **X. CLEAN AIR AND CLEAN WATER ACTS**

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q.(h)), Section 508 of the Clean Water Act (33 USC 1251-1387), Executive order 11738 and the Environmental Protection Agency Regulations (40 CFR, Part 15). All violations are to be reported to the appropriate federal or state agency.

#### **XI. CERTIFICATION REGARDING LOBBYING the CONTRACTOR**

The CONTRACTOR certifies that:

- A. None of the funds provided by this contract have been paid or will be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- B. If any funds, other than funds provided by this contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with this contract, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and a copy of Standard Form LLL to the contracting agency.
- C. The CONTRACTOR shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of this contract, and that all subrecipients shall certify and disclose accordingly.
- D. The CONTRACTOR understands that a false statement of this certification may be grounds for rejection or termination of this contract, and that their signature upon this contract is a material representation of fact upon which reliance was placed when this contract was made or entered into. In addition, under Section 1352, Title 31, U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such false statement.

## **XII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- D. Have not within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The CONTRACTOR understands that false statement on this certification may be grounds for termination of the contract. In addition, under 18 OUSC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

## **INSURANCE REQUIREMENTS:**

Prior to award (or as otherwise designated by the Purchasing Activity), the apparent successful Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for rejection of the Offeror's Proposal or cancellation of the Contract.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, Contractor will keep in force all required insurance until the Contract is terminated.

1.1 Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

1.2 Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

1.3. Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

1.3.1. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

1.4 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

1.4.1 Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder or offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

1.5 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain worker's compensation and employer's liability. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

1.5.1 Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

1.6 Professional Liability Insurance. Contractor shall maintain Professional Liability Insurance that shall have limits not less than \$1,000,000 per occurrence.

1.7 Cyber Liability. Contractor shall maintain Cyber Liability Insurance covering third-party liability including at least the following expenses: cost of notifying affected parties; cost of providing credit monitoring to affected parties; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to analyze the insured's legal response obligations; costs of defending lawsuits, judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims. Cyber Liability coverage must have a limit of not less than \$1 million per claim and \$2 million aggregate.

1.8 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

1.9 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

1.10 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

1.11 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

1.12 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

1.13 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to

any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

1.14 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

## ATTACHMENT 1 - OFFEROR QUESTIONS

RFP17000080 DEQ Drinking Water Program Audit

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regard to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text into the "Response" field (column 5). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."



**RFP1700080 DEQ Drinking Water Program Audit**

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

## ATTACHMENT 2 - (E) REFERENCES

### INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on three (3) completed reference questionnaires. (If fewer than three (3) are received prior to the RFP closing date and time, the Offeror will receive a zero (0) for all questions not scored and questionnaires not received.) Scores from all acceptable reference questionnaires will be averaged. If more than three (3) acceptable references are received, the scores from those references will be included in the average. The reference questionnaires must be from individuals, companies, or agencies for whom the Offeror provided products or services that are similar in nature and scope to those requested by this RFP, and within the last three (3) years from the date this RFP was posted to IPRO. The DEQ may not be utilized as a reference. Only one (1) reference will be received/qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted. A minimum of one (1) reference must be from a governmental entity for which the Offeror completed services similar to those required in the RFP within the three (3) years prior to the date this RFP was posted to IPRO.

References outside the requisite number of years (See paragraph above), and references determined by the State, in its sole discretion, to be not of a similar nature and scope to the products or services requested in this RFP will receive a score of zero (0). **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, or otherwise obtained by the State.** It is in the State's sole discretion as to whether or not any references will be contacted for clarification or for additional information.

**REFERENCES MUST BE RECEIVED BY THE RFP LEAD, DIRECTLY FROM THE REFERENCE, IN ORDER TO BE CONSIDERED.**

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "OFFEROR NAME" line.
  - c. Be certain that the RFP closing date and time in Instruction 5, on the following page, is correct.
2. Send the "Reference's Response To" document to your references to complete.

**NOTES: It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.**

**References are not scored by a Technical Proposal evaluation committee. References will provide scores via the reference questionnaires and the RFP Lead will enter the scores for qualifying references into a spreadsheet that will calculate averaged scores.**

**REFERENCE QUESTIONNAIRE  
REFERENCE'S RESPONSE TO:  
17000080 DEQ Drinking Water Program Audit**

**REFERENCE NAME (Company/Organization):** \_\_\_\_\_

**OFFEROR (Vendor) NAME (Company/Organization):** \_\_\_\_\_ has submitted a Proposal to the State of Idaho, DEQ, to provide the following services: Drinking Water Audit. We've chosen you as one of our references.

**INSTRUCTIONS**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
RFP Lead:     **Stephanie Wildman**  
                  **Buyer**  
  
E-mail:        [Stephanie.Wildman@adm.idaho.gov](mailto:Stephanie.Wildman@adm.idaho.gov)  
  
Fax:            208-327-7320
5. This completed document **MUST** be received no later than Tuesday, September 13, 2016 at 5:00 p.m. Mountain Time. Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

## Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale	
Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

10    9    8    7    6    5    4    3    2    1    0

2. Rate the response time of this vendor:

10    9    8    7    6    5    4    3    2    1    0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time.  
(This pertains to delays under the control of the vendor):

10    9    8    7    6    5    4    3    2    1    0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10    9    8    7    6    5    4    3    2    1    0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

10    9    8    7    6    5    4    3    2    1    0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10    9    8    7    6    5    4    3    2    1    0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10    9    8    7    6    5    4    3    2    1    0

8. Rate the vendor's flexibility in meeting business requirements:

10    9    8    7    6    5    4    3    2    1    0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10    9    8    7    6    5    4    3    2    1    0

## Section II. GENERAL INFORMATION

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1. Please include a brief description of the services provided by this vendor:

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2. During what time period did the vendor provide these services for your business?

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to    Month: \_\_\_\_\_ Year: \_\_\_\_\_

## Section III. ACKNOWLEDGEMENT

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail address

## ATTACHMENT 3 - PRE-PROPOSAL CONFERENCE REGISTRATION FORM

RFP17000080 DEQ Drinking Water Program Audit

<b>PRE-PROPOSAL CONFERENCE</b>	<b>Date:</b> Day, Date, Time Mountain Time
<b>Agency:</b> Idaho Department of Environmental Quality	<b>RFP #:</b> 17000080
	<b>Title:</b> DEQ Drinking Water Program Audit

**Verbal Information:** Questions concerning an RFP must be directed in writing to the RFP Lead in the period of time prescribed in the RFP document. Bids, Proposals, or Quotations deviating from the specifications by any means other than an authorized written addendum will be subject to rejection. The State will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official. Reliance on any verbal representation is at the Vendor's sole risk.

Potential Offerors choosing to participate in the Pre-Proposal Conference **must pre-register** by submitting this completed form, via e-mail, to the RFP Lead at [Stephanie.Wildman@adm.idaho.gov](mailto:Stephanie.Wildman@adm.idaho.gov). After the RFP Lead receives your form, you will be provided with phone conferencing and meeting details. Please indicate in the appropriate column if your attendance will be by phone. Attendees are asked to register for the Pre-Proposal Conference no later than **5:00 p.m. Mountain Time, Wednesday, August 10, 2016**.

**PLEASE PRINT:**

Name	Company	Email Address	Phone Number	By Phone

# ATTACHMENT 4 – PUBLIC WATER SYSTEM AUDIT MATRIX

RFP17000080 DEQ Drinking Water Program Audit

## State of Idaho Public Water Systems (Updated 3/29/16)

Number of systems to be audited per classification are identified in red below.

Total PWSs to be audited = 80

Region 1	CDA RO Systems	HD 1 Systems	Total Systems
CWS	153 - 3 GW & 5 SW	32 - 3	185
NTNC	8 - 1	18 - 2	26
NC	53 - 1	135 - 1	188
<b>Total</b>	<b>214 - 10</b>	<b>185 - 6</b>	<b>399</b>

Region 2	LEW RO Systems	HD 2 Systems	Total Systems
CWS	62 - 1 GW & 3 SW	10 - 1	72
NTNC	4 - 1	10 - 1	14
NC	36 - 1	29 - 1	65
<b>Total</b>	<b>102 - 6</b>	<b>49 - 3</b>	<b>151</b>

Region 3 & 4	BOI RO Systems	HD 3 Systems	HD 4 Systems	Total Systems
CWS	156 - 5 GW & 3 SW	39 - 3	25 - 2	220
NTNC	8 - 1	39 - 2	15 - 2	62
NC	38 - 1	87 - 1	81 - 1	206
<b>Total</b>	<b>202 - 10</b>	<b>165 - 6</b>	<b>121 - 5</b>	<b>488</b>

Region 5	TWF RO Systems	HD 5 Systems	Total Systems
CWS	65 - 4	10 - 1	75
NTNC	8 - 1	17 - 2	25
NC	28 - 1	119 - 1	147
<b>Total</b>	<b>101 - 6</b>	<b>146 - 4</b>	<b>247</b>

Region 6	POC RO Systems	HD 6 Systems	Total Systems
CWS	68 - 3 GW & 1 SW	23 - 2	91
NTNC	5 - 1	27 - 2	32
NC	26 - 1	70 - 1	96
<b>Total</b>	<b>99 - 6</b>	<b>120 - 5</b>	<b>219</b>

Region 7	IDF RO Systems	HD 7 Systems	Total Systems
CWS	70 - 4 GW & 1 SW	20 - 2	90
NTNC	8 - 1	61 - 2	69
NC	74 - 1	222 - 2	296
<b>Total</b>	<b>152 - 7</b>	<b>303 - 6</b>	<b>455</b>

All Regional Offices	Water System Count
CWS	574
NTNC	41
NC	255
<b>TOTAL</b>	<b>870</b>

All Health Districts	Water System Count
CWS	159
NTNC	187
NC	743
<b>TOTAL</b>	<b>1089</b>

<b>All Regional Offices</b>	Water System Count
CWS	574
NTNC	41
NC	255
<b>TOTAL</b>	<b>870</b>

GW = Groundwater

SW = Surface Water

CWS = Community Water System

NTNC = Nontransient Noncommunity Water System

NC = Transient Noncommunity Water System

<b>All Health Districts</b>	Water System Count
CWS	159
NTNC	187
NC	743
<b>TOTAL</b>	<b>1089</b>

<b>Statewide</b>	Water System Count
CWS	733
NTNC	228
NC	998
<b>TOTAL</b>	<b>1959</b>